


Form PTO-1594 (Rev. 10/07) OMB No. 10651-0027 (exp. 6/30/2009) Tab settings → → →		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Snorkel Holdings, LLC Snorkel International, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>LaSalle Business Credit, LLC</u> Internal Address: <u>Suite 425</u> Street Address: <u>135 South LaSalle Street</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60603</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Corporation</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>04/09/2003</u>		4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>756,379;</u> <u>2,437,915; 842,836; 719,225;</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Ameeer Gado</u> Internal Address: _____ _____ Street Address: <u>211 N. Broadway, Suite 3500</u> <u>One Metropolitan Square</u> City: <u>St. Louis</u> State: <u>MO</u> Zip: <u>63102-2750</u>		6. Total number of applications and registrations involved: 8 7. Total fee (37 CFR 3.41)\$ <u>155.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>02-4467</u>			
DO NOT USE THIS SPACE					
9. Signature. <u>Ameeer Gado</u> Name of Person Signing		 Signature 06/21/2003 Date Total number of pages including cover sheet, attachments, and document: 11			

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$165.00 024467 0756379

CONTINUATION OF ITEM 4:

Trademark Registration Numbers CONT'D.	
1,101,207	1,488,145 US

GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 9, 2003, is made by SNORKEL HOLDINGS, LLC, a Kansas limited liability company, HBWP, INC., a Delaware corporation, and SNORKEL INTERNATIONAL, INC., a Delaware corporation, having their principal offices located at 1609 Roseport Road, Elwood, Kansas 66024 (collectively, jointly and severally, "Grantor"), and in favor of LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, having its principal offices located at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of all right, title and interest in and to the trademark registrations and applications for registration set forth on Schedule A attached hereto, including all goodwill associated therewith and all statutory and common law rights therein (the "Trademarks"); and

WHEREAS, Grantor and Grantee are parties to that certain Loan and Security Agreement dated as of even date herewith (as amended, restated, extended, modified or supplemented from time to time (the "Loan Agreement"); and

WHEREAS, as a condition of the Loan Agreement, Grantor desires to grant a security interest in, and a lien upon, all of Grantor's right, title and interest in and to the Trademarks to Grantee.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions of the Loan Agreement, Grantor hereby assigns and grants to Grantee a first security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) all of Grantor's worldwide rights, title and interest in, to and under the Trademarks, and any and all goodwill associated therewith; (ii) all Proceeds (as such term is defined in the Loan Agreement) and products of the Trademarks, (iii) all of the goodwill of the businesses with which the Trademarks are associated and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Trademarks or unfair competition regarding the same.

2. This grant is made to secure the satisfactory performance and payment of all the Liabilities (as such term is defined in the Loan Agreement) of Grantor and shall be effective as of the date of the Loan Agreement.

3. This grant has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein

by reference. In the event that any provisions of this Grant of Security Interest in Trademarks are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Grant of Security of the 7 day of April, 2003.

SNORKEL HOLDINGS, LLC,
a Kansas limited liability company

By: Allen T. Havlin
Allen T. Havlin, Chairman of the
Board of Managers

HBWP, INC., a Delaware corporation

By: Allen T. Havlin
Allen T. Havlin, President

SNORKEL INTERNATIONAL, INC.,
a Delaware corporation

By: Allen T. Havlin
Allen T. Havlin, President

LASALLE BUSINESS CREDIT, LLC,
a Delaware limited liability company

By: William A. Stapel
William A. Stapel, First Vice President

STATE OF Missouri)
COUNTY OF Jackson) SS.

On this 20th day of April in the year 2003, before me, Shelly Boxberger
a Notary Public in and for said state, personally appeared Allen T. Havlin, Chairman of the
Board of Managers of SNORKEL HOLDINGS, LLC, a Kansas limited liability company,
known to me to be the person who executed the within GRANT OF SECURITY INTEREST IN
TRADEMARKS in behalf of said limited liability company and acknowledged to me that he
executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial
seal at my office in Kansas City, Missouri, the day and year last
above written.

SHELLY BOXBERGER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Jan. 20, 2005

Shelly Boxberger
Shelly Boxberger
Notary Public in and for
said County and State

My Commission Expires:

January 20, 2005

(The Notary Public must type or print his/her name immediately beneath his/her signature.)

STATE OF Missouri)
COUNTY OF Jackson) SS.

On this 20th day of April, 2003, before me, appeared Allen T. Havlin, to me
personally known, who being by me duly sworn, did say that he is the President of HBWP, INC.,
a Delaware corporation, that said instrument was signed on behalf of said corporation by
authority of its Board of Directors, and acknowledged said instrument to be the free act and deed
of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial
seal at my office in Kansas City, Missouri, the day and year last
above written.

SHELLY BOXBERGER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Jan. 20, 2005

Shelly Boxberger
Shelly Boxberger
Notary Public in and for
said County and State

My Commission Expires:

January 20, 2005

(The Notary Public must type or print his/her name immediately beneath his/her signature.)

STATE OF Missouri)
COUNTY OF Jackson) SS.

On this 24th day of April, 2003, before me, appeared Allen T. Havlin, to me personally known, who being by me duly sworn, did say that he is the President of SNORKEL INTERNATIONAL, INC., a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kennett City, Missouri, the day and year last above written.

SHELLY BOXBERGER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Jan. 20, 2005

Shelly Boxberger
Shelly Boxberger
Notary Public in and for
said County and State

My Commission Expires:

January 20, 2005

(The Notary Public must type or print his/her name immediately beneath his/her signature.)

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of April in the year 2003, before me, _____, a Notary Public in and for said state, personally appeared William A. Stapel, First Vice President of LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, known to me to be the person who executed the within GRANT OF SECURITY INTEREST IN TRADEMARKS in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, the day and year last above written.

Notary Public in and for
said County and State

My Commission Expires:

(The Notary Public must type or print his/her name immediately beneath his/her signature.)

Schedule A

PRIVILEGED AND
CONFIDENTIAL
WORK PRODUCT
COMMUNICATION

VII. C.

SNORKEL
TRADEMARK DBASE

TRADEMARK	COUNTRY	CLASS	OWNER OF RECORD	PRODUCT LINE	REG.#	APP.#	STATUS	DATE ISSUED	RENEWAL DATE
GAFFICHE	UNITED STATES	GAFFICHE	SNORKEL	SNORKEL	1207067	3318-7173	ABANDONED	9/7/1982	9/7/2002
ECONOMY	UNITED STATES		SNORKEL	SNORKEL	766,379	72153636	ISSUED	9/10/1983	9/10/2003
GUARDIAN	AUSTRALIA	CLASS 7	SNORKEL	SNORKEL	789840	789840	ISSUED	2/11/2000	3/30/2009
GUARDIAN	CANADA	CLASS 7	SNORKEL	SNORKEL		1,012,942	INACTIVE	3/9/2001	
GUARDIAN	COMMUNITY	CLASS 7	SNORKEL	SNORKEL	1,122,522	1,122,522	INACTIVE	4/7/2000	
GUARDIAN	JAPAN	CLASS 7	SNORKEL	SNORKEL		HEI 11-35271	INACTIVE		
GUARDIAN	NEW ZEALAND	CLASS 7	SNORKEL	SNORKEL	307,325	307,325	ISSUED	10/22/1998	10/22/2006
GUARDIAN	UNITED STATES	Class 9	SNORKEL	SNORKEL	2,437,815	75675,009	ISSUED	3/27/2001	3/27/2011
H-JACKER	AUSTRALIA		SNORKEL	SNORKEL	873,571	373,571	ISSUED	3/29/1982	3/29/2003
H-JACKER	NEW ZEALAND		SNORKEL	SNORKEL	814,133	814,133	ISSUED	3/29/1982	3/29/2003
H-JACKER	UNITED STATES		SNORKEL	SNORKEL	842,386	2710372	ISSUED	1/23/1988	1/23/2008
SNORKEL	ARGENTINA		SNORKEL	SNORKEL	127,464	2133537	ABANDONED	9/18/1998	8/18/2008
SNORKEL	AUSTRALIA		SNORKEL	SNORKEL	235021		ISSUED	5/7/1971	12/6/2004
SNORKEL	AUSTRIA		SNORKEL	SNORKEL	85748	AM2804/75	ISSUED	6/13/1977	6/30/2007
SNORKEL	BRAZIL	CLASS 7,28,50/81	SNORKEL	SNORKEL	815,982,681		ABANDONED	9/29/1982	9/29/2002
SNORKEL	BRAZIL	CLASS 9,20/80	SNORKEL	SNORKEL	815,982,690		ABANDONED	9/29/1982	9/29/2002
SNORKEL	BRAZIL	CLASS 7,50	SNORKEL	SNORKEL	7,071,108		ISSUED	2/25/1990	2/25/2010
SNORKEL	CHILEAN		SNORKEL	SNORKEL	343,238		ISSUED	5/31/1985	5/31/2009
SNORKEL	CHINESE	CLASS 9	SNORKEL	SNORKEL	76,000		ISSUED	8/9/1997	8/9/2007
SNORKEL	COLOMBIA		SNORKEL	SNORKEL	149008		ISSUED	3/11/1994	3/11/2004
SNORKEL	COLOMBIA		SNORKEL	SNORKEL	164272		ISSUED	7/29/1994	7/29/2004
SNORKEL	DENMARK		SNORKEL	SNORKEL	VR 1978/2023	050821975	ISSUED	6/4/1976	6/4/2006
SNORKEL	FINLAND		SNORKEL	SNORKEL	74015	T197505172	ISSUED	7/21/1983	7/21/2010
SNORKEL	FRENCH	CLASS 9	SNORKEL	SNORKEL	1,194,320		ISSUED		2/1/2002
SNORKEL	GERMAN	CLASS 9	SNORKEL	SNORKEL	803124		ISSUED	2/23/1972	2/29/2012

TRADEMARK

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FRANKESS AND
CONFIDENTIAL
MARK PRODUCT
COMMUNICATION

SNORKEL
TRADEMARK DBASE

TRADEMARK	COUNTRY	CLASS	OWNER OF RECORD	PRODUCT LINE	BEG #	APP #	STATUS	DATE ISSUED	RENEWAL DATE
SNORKEL	GREAT BRITAIN		SNORKEL	SNORKEL	940580		ISSUED		3/31/2004
SNORKEL	GREAT BRITAIN		SNORKEL	SNORKEL	1453821		ISSUED	11/8/1992	3/28/2008
SNORKEL	HONG KONG		SNORKEL	SNORKEL	1459322		ISSUED	11/8/1992	3/28/2008
SNORKEL	INDIA		SNORKEL	SNORKEL	4261977		ISSUED	3/21/1977	12/1/2010
SNORKEL	IRELAND		SNORKEL	SNORKEL	310341	310341	ISSUED	4/18/1977	11/25/2003
SNORKEL	ITALY		SNORKEL	SNORKEL	88191		ISSUED	11/24/1975	11/24/2006
SNORKEL	INGERA		SNORKEL	SNORKEL	640 475	278	ISSUED	12/20/1973	2/23/2002
SNORKEL	NORWAY		SNORKEL	SNORKEL	2850876		INACTIVE		
SNORKEL	PORTUGAL	CLASS 9	SNORKEL	SNORKEL	150001	883898	INACTIVE	4/8/1992	4/8/2002
SNORKEL	PORTUGAL	CLASS 7	SNORKEL	SNORKEL	249886		INACTIVE	6/29/1992	5/29/2002
SNORKEL	RUSSIA		SNORKEL	SNORKEL	252033		ISSUED	7/14/1992	7/14/2002
SNORKEL	SINGAPORE		SNORKEL	SNORKEL	85503	109883	ISSUED	3/18/1989	9/18/2008
SNORKEL	BOLITH AFRICA		SNORKEL	SNORKEL	17608824D		ISSUED	2/6/1976	2/6/2007
SNORKEL	SWEDEN		SNORKEL	SNORKEL	603005		INACTIVE		
SNORKEL	SYRIA		SNORKEL	SNORKEL	139818		ISSUED	6/22/1972	6/22/2012
SNORKEL	TAIWAN		SNORKEL	SNORKEL	11044		INACTIVE	10/1/1975	10/1/2003
SNORKEL	UNITED STATES	CLASS 7	SNORKEL	SNORKEL	93208		ISSUED	10/31/1987	10/31/2007
SNORKEL	VENEZUELA		SNORKEL	SNORKEL	719,225	72,077,138	ISSUED	8/1/1984	8/1/2011
SNORKEL	INTERNATIONAL		SNORKEL	SNORKEL	148-765		ISSUED	8/2/1992	8/2/2007
SNORKEL	WEST GERMANY		SNORKEL	SNORKEL			INACTIVE		
SNORKEL	UNITED STATES		SNORKEL	SNORKEL	1,101,207	731109346	ISSUED	9/5/1978	9/5/2008
SNORKEL	AUSTRIA	CLASS 7	SNORKEL	SNORKEL	473065	473065	ISSUED	9/21/1987	8/21/2008
SNORKEL	BENELUX		SNORKEL	SNORKEL	435314	226056	ISSUED	3/9/1986	3/8/2009
SNORKEL	CANADA		SNORKEL	SNORKEL	TM/369,213	TM/369,219	ISSUED	4/27/1990	4/27/2005
SNORKEL	DENMARK	CLASS 7	SNORKEL	SNORKEL	VR 02,793,188	10761988	ISSUED	05/10/91	5/10/2011
SNORKEL	FINLAND		SNORKEL	SNORKEL	120,596	759489	ISSUED	8/5/1992	8/5/2002
SNORKEL	FRANCE	CLASS 7	SNORKEL	SNORKEL	1518897	117667	ISSUED	3/18/1989	3/18/2009
SNORKEL	IRELAND		SNORKEL	SNORKEL	108936	108936	ISSUED	12/16/1981	12/16/2002
SNORKEL	ITALY	CLASS 7	SNORKEL	SNORKEL	556891	M/99C/12/126	ISSUED	6/24/988	8/2/2009
SNORKEL	JAPAN		SNORKEL	SNORKEL	255884	19394/1909	INACTIVE	12/25/1991	12/25/2001
SNORKEL	NEW ZEALAND	CLASS 7	SNORKEL	SNORKEL	B190867	B190867	ISSUED	2/16/1989	2/16/2010

TRADEMARK

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PRIVILEGED AND
CONFIDENTIAL
WORK PRODUCT
COMMUNICATION

SNORKEL
TRADEMARK DBASE

TRADEMARK	COUNTRY	CLASS	OWNER OF RECORD	PRODUCT LINE USAGE	REG #	APP #	STATUS	DATE ISSUED	RENEWAL DATE
UNO	NORWAY	CLASS 9	SNORKEL	SNORKEL	146736	890675	ISSUED	9/5/1991	9/5/2011
UNO	SWEDEN	CLASS 9	SNORKEL	SNORKEL	220370	89-1374	ISSUED	1/11/1991	1/11/2011
UNO	UNITED STATES		SNORKEL	SNORKEL	1,488,145	73/3732-99	ISSUED	5/17/1988	5/17/2008
UNO	SPAIN (abbreviated)		SNORKEL	SNORKEL	1305174	1305174	ISSUED	7/5/1993	7/5/2013
WALKE	UNITED STATES		SNORKEL	SNORKEL	703,915	72/090754	INACTIVE		
WILDCAT	AUSTRALIA		SNORKEL	SNORKEL	373570	373573	ISSUED	9/5/1990	9/5/2000
WILDCAT	BENELUX		SNORKEL	SNORKEL	422719	885611	ISSUED	3/29/1992	3/29/2003
WILDCAT	CHINA		SNORKEL	SNORKEL	n/a	315911	INACTIVE	7/18/1996	7/18/2006
WILDCAT	DENMARK		SNORKEL	SNORKEL	03572-1981	3572-1981	INACTIVE	1/5/1992	1/5/2002
WILDCAT	FRANCE		SNORKEL	SNORKEL	1712089	325366	ABANDONED	11/20/1991	11/20/2001
WILDCAT	GERMANY	CLASS 7	SNORKEL	SNORKEL	1021310		INACTIVE	8/21/1980	8/31/2000
WILDCAT	GREAT BRITAIN		SNORKEL	SNORKEL	1138737	1138737	INACTIVE	8/13/1983	8/13/2001
WILDCAT	IRELAND		SNORKEL	SNORKEL	106936	106936	ISSUED	12/16/1981	12/16/2002
WILDCAT	ITALY	CLASS 9	SNORKEL	SNORKEL	489873	328485/82	INACTIVE	3/9/1988	2/2/2002
WILDCAT	JAPAN		SNORKEL	SNORKEL	2086760	61-92361	ISSUED	10/26/1988	10/26/2008
WILDCAT	NEW ZEALAND	CLASS 7	SNORKEL	SNORKEL	8141314	8141314	ISSUED	3/29/1982	3/29/2003
WILDCAT	NORWAY		SNORKEL	SNORKEL	115615	803405	ISSUED	2/9/1994	2/9/2004
WILDCAT	SWEDEN		SNORKEL	SNORKEL	179245	179245	ABANDONED	12/4/1981	12/4/2001
WILDCAT	SWITZERLAND		SNORKEL	SNORKEL	315,911		ABANDONED	1/5/1982	1/5/2002
WILDCAT	UNITED STATES		SNORKEL	SNORKEL	1,165,263	73/254213	ABANDONED	8/18/1981	8/18/2001

TRADEMARK

RECORDED: 08/21/2003

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BRYAN CAVE LLP

Updated 10-31-02